

Response to RFP 6215 Z1



LIVE ON
nebraska

3867 Leavenworth St., Omaha, NE 68105

Form A
Bidder Point of Contact
Request for Proposal Number 6215 Z1

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Nebraska Organ Recovery System, d/b/a/ Live On Nebraska
Bidder Address:	3867 Leavenworth St. Omaha, NE 68105
Contact Person & Title:	Kara Cordell, Marketing & PR Manager
E-mail Address:	Kara.Cordell@LiveOnNebraska.org
Telephone Number (Office):	402-281-4738
Telephone Number (Cellular):	402-679-9027
Fax Number:	402-733-9142

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Nebraska Organ Recovery System, d/b/a/ Live On Nebraska
Bidder Address:	3867 Leavenworth St. Omaha, NE 68105
Contact Person & Title:	Kara Cordell, Marketing & PR Manager
E-mail Address:	Kara.Cordell@LiveOnNebraska.org
Telephone Number (Office):	402-281-4738
Telephone Number (Cellular):	402-679-9027
Fax Number:	402-733-9142

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

kc NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Nebraska Organ Recovery System, d/b/a/ Live On Nebraska
COMPLETE ADDRESS:	3867 Leavenworth St., Omaha, NE 68105
TELEPHONE NUMBER:	402-733-1800
FAX NUMBER:	402-733-9142
DATE:	March 4, 2020
SIGNATURE:	<i>Kara Cordell</i>
TYPED NAME & TITLE OF SIGNER:	Kara Cordell, Marketing & PR Manager

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidders should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KC			

The contract resulting from this solicitation shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Bidder's proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the bidder's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KE			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. BUYER'S REPRESENTATIVE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KE			

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is required to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

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The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the awarded bidder. The awarded bidder will be notified in writing when work may begin.

F. AMENDMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KC			

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KC			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KC			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The Department of Health and Human Services may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KC			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KC			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

K. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KC			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within	NOTES/COMMENTS:

		Solicitation Response (Initial)	
KC			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KC			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY (Optional)

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as

outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, shall be determined according to applicable law.

6. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
kc			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
kc			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
kc			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be

contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
kc			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

R. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
kc			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

S. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

T. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, per Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

U. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KC			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

V. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KC			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;

5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KC			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
LC			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
LC			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly

executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

Prices submitted on the Budget Proposal form, Project Rates rate card, once accepted by the State, shall remain fixed for the first three years of the contract. Any request for a price increase subsequent to the first three years of the contract shall not exceed five percent (5%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the Department of Health and Human Services a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

H. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KC			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KC			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

J. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

KC			
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The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/ACORD Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$50,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$2,000,000 per occurrence
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Agency: DHHS Organ and Tissue Donation
 Attn: Program Manager
 301 Centennial Mall South
 Lincoln, NE 68509

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

K. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KC			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

L. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KC			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

M. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KC			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

O. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within	NOTES/COMMENTS:

		Solicitation Response (Initial)	
VC			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

P. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VC			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

Q. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VC			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KC			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. If an invoice is due at the same time as a bi-annual narrative report, invoice processing will be held until a satisfactory narrative report is received. Invoices shall be submitted quarterly via email to the contract manager.

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

E. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

G. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract,

regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
KC			

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

1. CORPORATE OVERVIEW

a. Bidder Identification and Information

Company Name: Nebraska Organ Recovery System, d/b/a/ Live On Nebraska
Address: 3867 Leavenworth St.
Omaha, NE 68105
Entity Organization: 501(c)(3) Tax exempt not for profit corporation
State Incorporated: Nebraska
Year Incorporated: 1977
Previous Names: Nebraska Organ Recovery System [2003-2019]
Nebraska Organ Retrieval System [1977-2003]

b. Financial Statements

Live On Nebraska's most recent financial statement is included as an attachment.

Banking Representative: Oscar Gonzalez
First National Bank
1620 Dodge Rd, Stop 2019
Omaha, NE 68197
402-602-5397

There is no past, pending, or known expected litigation, or other real or potential financial reversals, which might materially affect the stability of the organization.

c. Change of Ownership

No current or expected change in ownership or control of the company is known or anticipated in the foreseeable future.

d. Office Location

Live On Nebraska is located at 3867 Leavenworth St., Omaha, NE 68105.

e. Relationship with the State

Live On Nebraska has not received any grants or contracts from the State of Nebraska in the past five years.

f. Bidder's Employee Relations to the State

Live On Nebraska has no present employees, governing board members or subcontract staff that is presently an employee of the state or worked for the state within the last six months.

Live On Nebraska's Advisory Board includes members who are employed by the State of Nebraska through employment at the University of Nebraska Medical Center and at the Nebraska Department of Motor Vehicles. Advisory Board members will not contribute materially to this project nor do they have any decision-making authority. Advisory Board members serve primarily as resources and consultants to Live On Nebraska and no conflict of interest is known or believed to exist. The University of Nebraska Medical Center employed Advisory Board members include: T. Scott Diesing, M.D. Neurologist; Jesse Cox, M.D., Ph.D., Director, Histocompatibility; Alexander Maskin, M.D., Transplant Surgeon and Live On Nebraska Medical Director and Wendy J. Grant, M.D., Transplant Surgeon. Betty Johnson is employed with the Nebraska Department of Motor Vehicles.

g. Contract Performance

Live On Nebraska has not had a contract terminated for default within the last five years or at any point in the organization's history. Live On Nebraska has not had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason within the past five years.

h. Summary of Bidder's Corporate Experience

Live On Nebraska has served as Nebraska's federally designated organ procurement organization (OPO) since 1977 and is the sole organization responsible for the facilitation of deceased organ and tissue donation in the state. In the past seven years, Live On Nebraska has increased organ donation rates by 100 percent and tissue donation rates by 300 percent. Live On Nebraska's performance consistently ranks as one of the top 15 OPOs in the U.S.

Additionally, in partnership with the Nebraska Department of Motor Vehicles (DMV), Live On Nebraska maintains the state's Donor Registry which houses the names of all individuals who have elected to be organ and tissue donors at the time of their death. Live On Nebraska also provides registration opportunities on our website and via paper forms.

Live On Nebraska has staff members dedicated to achieving the objective of this proposal – providing statewide education and public awareness on the need for organ and tissue donation. In addition, Live On Nebraska also has more than 225 volunteers that assist with education and events throughout the state.

Live On Nebraska's regular promotional outreach and awareness efforts include:

- Social media postings (Facebook, Instagram and Twitter)
- Community outreach and information booths (activations) at health fairs, sporting events, hospitals, churches and more
- Interactive presentations in schools throughout the state
- Media pitches featuring stories of those who have been impacted by organ and tissue donation
- Working collaboratively with the DMV to provide materials and resources for DMV staff and visitors to the DMV offices
- An annual 5K run/walk
- Email newsletters
- Advertising campaigns

As the state's OPO, Live On Nebraska is uniquely suited to carry out the requirements of this project. Live On Nebraska interacts with individuals and families making decisions about donation on a daily basis and has first-hand knowledge of their questions and concerns. In addition, Live On Nebraska has conducted its own research to measure Nebraskan's attitudes about donation and identify barriers to registration. Live On Nebraska is a member organization of Donate Life America which connects us with other organizations who promote donation throughout the United States and provides data and resources to inform our efforts. Because we are acutely aware of the subject and able to develop many resources and materials in house, Live On Nebraska will provide the greatest value for the dollars allocated through this proposal.

The projects on the following pages were developed by Live On Nebraska/Nebraska Organ Recovery with assistance from the subcontractors listed (if applicable) to promote organ and tissue donation in Nebraska.

No Excuse Nebraska

Time period of project:	April-June, September-November 2017
Scheduled completion date:	November 2017
Actual completion date:	November 2017
Scheduled budget:	\$100,000
Actual budget:	\$100,000
Subcontractor:	Clark Creative Group

Research conducted in 2016 by Nebraska Organ Recovery (executed by Wiese Research Associates, Inc.) indicated that 98 percent of Nebraskans support organ and tissue donation; however only 54 percent of eligible Nebraskans were registered to donate at that time. The research concluded that the three primary reasons Nebraskans were not registering to donate were:

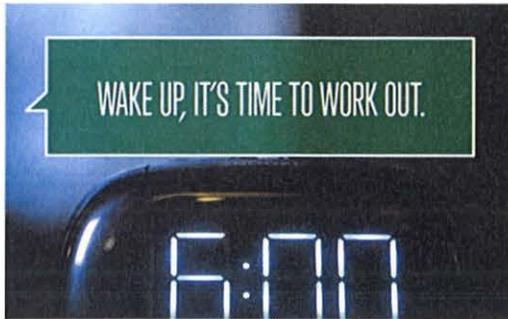
- 1.) Assumption that they were not healthy enough or too old to donate
- 2.) Hadn't thought it through
- 3.) Hadn't gotten around to it/lazy

Based on this information, we focused our promotional efforts on educating Nebraskans that anyone age 16 or older is eligible to register as a donor and that registration is simple and easy.

Live On Nebraska contracted with Clark Creative Group to develop the media plan and creative execution of this promotion. The target audiences were Nebraskans age 16 to 24 and adults age 50 and over.

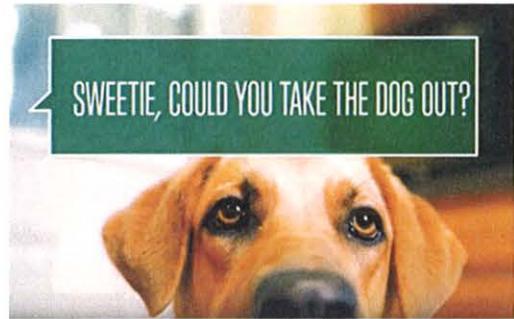
The campaign took a humorous approach using common excuses people make to convey a message that almost everyone can register as a donor regardless of age, health or lifestyle and to debunk other donation myths. The execution of this campaign included digital ads, radio spots, a mobile-friendly landing page, social media posts and live radio interviews.

The No Excuses campaign created meaningful dialogue around the issues that prevent individuals from registering as donors. Nebraska Organ Recovery recognized an increase in the number of phone calls and online messages regarding donor registry eligibility. Registration rates also increased during the campaign.



:30 Radio Spot - Work Out

Listen at LiveOnNebraska.org/Sample



:30 Radio Spot - Dog

Listen at LiveOnNebraska.org/Sample

NO EXCUSE

THERE'S **NO EXCUSE** NOT TO REGISTER TO BE AN ORGAN, TISSUE AND EYE DONOR.

REGISTER NOW

Digital ad

NO EXCUSE

THERE'S **NO EXCUSE** NOT TO REGISTER TO BE AN ORGAN, TISSUE AND EYE DONOR.

Anyone over the age of 16 can register to be an organ donor regardless of their age, health or lifestyle.

REGISTER NOW

Digital ad

NO EXCUSE

THERE'S NO EXCUSE NOT TO REGISTER TO BE AN ORGAN, TISSUE AND EYE DONOR.

REGISTER NOW



WHEN IT COMES RIGHT DOWN TO IT, NOTHING CAN PREVENT SOMEONE 16 OR OLDER FROM REGISTERING TO BE A DONOR.

If you're still unsure, then setting the record straight on these common misconceptions about donation should help.

"I'M TOO OLD TO REGISTER."

If you're at least 16, you're eligible to register for donation. In fact, individuals in their 90s have saved lives through organ donation. So, blow out those candles proudly because you still have what it takes.

"I CAN'T REGISTER BECAUSE OF A MEDICAL CONDITION."

You might be thinking that you can't register due to an illness or because you aren't allowed to give blood. However, people with diabetes, emphysema, even a history of cancer, have all been able to donate. Every donor undergoes thorough testing to ensure that their organs and tissues are safe for transplant. There are no medical conditions that prevent someone from registering to be a donor.

"I HAVEN'T TAKEN THE BEST CARE OF MYSELF, YOU DON'T WANT ANYTHING I HAVE."

With over 110,000 Americans waiting for a lifesaving organ transplant, you bet there's someone who would gratefully accept your donation. It helps to know that alcohol, tobacco and drug use cannot prevent you from registering. And even if you do have known damage to one organ, others may still be working well enough to add years to another person's life.

"I DON'T WANT MY FAMILY TO HAVE TO PAY FOR DONATION."

Save your money for your son's inheritance or blow it on a trip to Maui. Either way, you won't need it for donation because there is no cost to the donor or their family. All expenses are covered by the donation organization.

"MY RELIGION DOESN'T SUPPORT DONATION."

All major U.S. religions support donation - just ask your spiritual advisor.

"I CAN ONLY REGISTER AT THE DMV."

Not so, my friend. You can do it right here, and it's a lot quicker than a trip to get your driver's license.

REGISTER NOW

WHY DONATE?

If you want to help others, registering to be an organ, tissue and eye donor is the easiest way to do it. It won't cost you a thing and only takes about 30 seconds to complete. You can pat yourself on the back knowing that:

8
ONE ORGAN DONOR CAN SAVE UP TO EIGHT LIVES.

★
DONORS ARE REMEMBERED AS HEROES.
Some donor families even have the opportunity to meet the recipients.

100
ONE TISSUE DONOR CAN HEAL 100 OR MORE PEOPLE.

Landing page

High School Education

Time period of project:	Ongoing
Scheduled completion date:	Ongoing
Actual completion date:	Ongoing
Scheduled budget:	N/A
Actual budget:	N/A
Subcontractor:	N/A

In Nebraska, the first opportunity young adults have to register as an organ and tissue donor is when they apply for their driver's license.

Currently, 40 percent of Nebraskans age 16 to 19 are opting to register as organ and tissue donors at the DMV — 8 percent below the state average. Individuals in this age group have had little exposure to donation but tend to view it favorably when provided more information about it. Once a person registers as an organ and tissue donor, their registration is valid for life or until they change it.

Live On Nebraska has been active in schools in Nebraska for many years, providing in-classroom education designed to help teens understand what organ and tissue donation is, how it benefits others and how they can register as donors.

Our educators work with teachers to develop presentations that meets their needs, which may include any of the following:

- Videos featuring donor families and transplant recipients
- In-person testimonials by donor families, transplant recipients and medical professionals
- PowerPoint presentations
- Interactive activities intended to replicate the experiences of someone waiting for a transplant
- Mobile gaming
- Quizzes
- Worksheets

The following topics are discussed in each presentation:

- What organs and tissues can be donated
- How donation benefits recipients and how many people each donor can help
- The transplant waiting list (the number of people waiting for an organ transplant)
- The donation process
- Donation myths
- The importance of talking with your family about donation
- How to register as a donor

Since 2013, Live On Nebraska has connected with more than 18,300 students on the importance of organ and tissue donation. Donor registration rates for ages 16 to 19 have improved from 36 percent to 42 percent from 2016-2019. In addition, many Nebraska teachers value the education provided and have made donation education a regular part of their curriculum each semester.

Corneas
help restore sight lost to accidents or disease

Heart Valves
replace damaged valves caused by age, disease or birth defects

Bone
can prevent amputation and help regain lost mobility

Skin
helps burn victims and recovering breast cancer patients

Veins
help restore circulation in the heart and legs

Connective Tissue
repairs sports injuries and aids in cleft palate reconstruction

LIVE ON nebraska | How Transplanted Tissues Are Used

USA

WAITING LIST
113,000

+1 EVERY
10 MINUTES

20 DIE
EACH DAY

LIVE ON nebraska | The Need For Donors

REGISTER TO BE A DONOR!

LiveOnNebraska.org

DMV

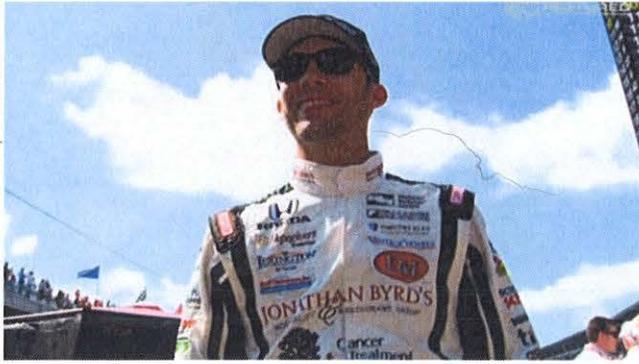
LIVE ON nebraska | How You Can Help

TISSUE DONOR

100+ LIVES ENHANCED

LIVE ON nebraska | The Power of Donation

PowerPoint slides



Donor family/recipient testimonial video
 This video (produced by ESPN) features a prominent donor cared for by Live On Nebraska and his heart recipient, also a Nebraskan. Watch at LiveOnNebraska.org/Sample.

Our State of Donation

In Nebraska, we work hard and show up for our friends and neighbors in need. Today, hundreds in our state and more than 100,000 across the U.S. are in need of a lifesaving transplant.

The waiting list

Organ	National	Nebraska
Kidney	32,500	290
Liver	12,000	125
Heart	3,500	40
Kidney/Pancreas	1,500	5
Lung	1,200	1
Pancreas	800	16
Intestine	200	16

More than **1,900** children are waiting for a lifesaving transplant.

Each day **20** people die waiting for an organ transplant.

16 Anyone age 16 or over can register to be a donor.

1 donor = 100 lives healed
 By donating organs and tissues, one person has the ability to save eight lives and provide a better quality of life for 100 additional people.

60% of Generation Z say they want to change the world.

"I've never thought about it" is the most common reason teens give for not registering as a donor.

39% of Nebraskans age 16-19 say yes to donation at the DMV (compared to the state average of 48 percent).

What can be donated



Working together to save lives



Our State of Donation

Stories of hope



Donor hero: Colton Jensen

Colton was a hero in life and death. The 19-year-old lived life full out — riding bulls and serving as a firefighter in his community of Hoskins. Today, two organ recipients and dozens of tissue recipients represent the legacy of Colton's decision to register as an organ, tissue and eye donor.

"He had a heart of gold, and we just want to see it carried on."
 Colton's mom, Emily Jensen



Waiting for a transplant: Summer Simon

Summer has faced health problems since her days in high school — rheumatoid arthritis, cancer, meningitis, seizures and heart and lung damage from radiation. Now, Summer waits for a heart transplant and quite simply, a better quality of life. She waits for the day to walk up and down the stairs at home with ease, to do laundry and to function normally. Her aunt also is in need of a double-lung transplant.

"It's hard to watch their deterioration. Registering as a donor is so important for me when it hits this close to home."
 Summer's mom, Carla Britz



Heart and lung recipient: Maria Wilmes

Born with autoimmune hyper-ension, at age two doctors said Maria's parents she would eventually need a heart and lung transplant to survive. That time came when Maria was 15 and simple tasks like walking and breathing became too difficult. Today, Maria enjoys "normal" teenage things like texting, homework and attending school dances.

"I am so thankful for my organ donor. It's amazing because I feel so much better and without my donor, I don't know where I'd be today."
 Maria

Donation fact sheet for teens

Random Acts of Kindness Day Public Relations Campaign

Time period of project:	February 17, 2017; February 17, 2018
Scheduled completion date:	February 17, 2017; February 17, 2018
Actual completion date:	February 17, 2017; February 17, 2018
Scheduled budget:	\$4,000
Actual budget:	\$4,000
Subcontractor:	N/A

More than 30,000 organ transplants take place in the United States each year. The recipients of these transplants rely on the kindness of others — in most cases strangers — to save their lives.

Random Acts of Kindness Day is celebrated each year on February 17. Nebraska Organ Recovery used Random Acts of Kindness Day as a platform to spread goodwill throughout Nebraska, share stories about those who have benefitted from organ and tissue donation and encourage others to register as donors.

Nebraska Organ Recovery enlisted its employees and organ recipients in Broken Bow, Kearney, Wayne, St. Paul, Ogallala, Milford, Lincoln, Omaha, Grand Island, Syracuse, Hastings and Cozad to perform random acts of kindness in their communities. Each act of kindness gave the recipients an opportunity to tell their story and provide a card encouraging the receiver to pass the kindness on and register as an organ and tissue donor.

Local media were encouraged to cover the event, and in some cases, even follow along as the recipients carried out their acts of kindness. Nebraska Organ Recovery used social media to share the recipient stories, created the hashtag #CountOnKindness to track involvement, and created a dedicated website to highlight the event and encourage participation.

The #CountOnKindness campaign successfully created awareness for organ and tissue donation and shined a spotlight on the impact donation and transplantation has on Nebraskans. News outlets throughout Nebraska were eager to run stories about the event and its participants — some following along live and engaging with viewers throughout the day via Facebook Live. Online registration rates doubled in the two days following the campaign and social media was widely used by participants and those lucky enough to be on the receiving end of an act of kindness.

Meet The Recipients

More than anyone else, these individuals know the difference one person can make. Each of these individuals is alive today because a stranger, family member or friend gave them the gift of life. On Random Act of Kindness Day, they'll show their thanks by giving back to members of their community.



Jude Grace
[@facebook.com/JudeGrace](https://www.facebook.com/JudeGrace)

Jude received a double lung transplant on March 6, 2016 after nearly two years on a vent due to severe chronic lung disease and pulmonary hypertension. Jude lives in Omaha with his parents, Jon and Maureen.

"We are so thankful for his donor and the new lease on life we are now experiencing thanks to their amazing gift."



Dale Reicks

Dale, a Cozad resident, has been blessed three times with organ transplants—a pancreas in 2002, a kidney in 2012 and a second pancreas in 2013.

Dale's kidney donation was a paired living donor transplant. His family had the privilege of meeting all of the donors and recipients involved in the donation and have gained life-long friends as a result.

"To put the impact that donation has had on our lives is so hard. Give the gift of life pretty much says it all."



Joan Hopkins

Joan is from Grand Island and received a double lung transplant July 10, 2015 at the University of Minnesota in Minneapolis. Joan suffered from hypersensitivity pneumonitis, an environmental disease that resulted in respiratory failure.

"This picture was taken on our 40th wedding anniversary, which I would not have lived to celebrate without the generosity of my donor and family."



Gary Goller

Gary's life-saving gift came from Mark, a stranger who saw a Facebook post asking for prayers for Gary. Mark didn't stop at prayers and offered to donate a kidney. Gary and his wife, Connie live in Hastings.

Website

Happy Random Acts of Kindness Day!

Someone just did something nice for you because they've been impacted by the kindness of organ, tissue and eye donation.

Keep the kindness going!

Register to be a donor at CountOnKindness.com. It's one of the nicest things you'll ever do and you could save or improve the lives of more than 100 people.

Pay it forward!

- > Do something nice for someone else, then pass this card on to them.
- > Share the kindness on social media using #countonkindness.

Cards

Nebraska Baseball @Husker_Baseball · Feb 17, 2017
 Its @RAKFoundation Day w @LiveOnDonate! You can also catch NORS on Sat., Apr 15th when the #Huskies host Iowa #love4laney #countonkindness



9 18

Nicole Griffin-RTV6 @NicoleGriffinTV · Feb 17, 2017
 It's Random Acts of Kindness Day! These ladies are handing out cookies to raise awareness for Nebraska Organ Recovery. #CountonKindness



3 5

No Coast Foodie
 February 17, 2018

Like Page

#February 17th is #randomactsofkindness day!
 CountOnKindness.com #countonkindness
 Stopped by the #Downtown #coffee #company for a #ladies #breakfast for my last day here in #norfolk #nebraska and got a most wonderful #surprise!
 A lovely group of ladies are #payingitforward this morning and purchased our coffees to raise #awareness for #organ #donation and to share their story of #survival and #sacrifice.
 Since the first day I had a license, I've been an organ donor - there is a huge need for healthy organs and tissues from caring donors. Give the ultimate #actofkindness today and become an organ donor!
 Visit the @nedonation to find out more!!
 Its so Good to see how far these acts of kindness can go - even my hometown #Lincoln is getting in on the #love ❤️❤️



You, Lisa Belz and 2 others 2 Shares

Love Comment Share

Watson for Nebraska
 February 17, 2017

I Had my Oso Burrito unexpectedly paid for today by Scott. A Random Act of Kindness! #Countonkindness

I never met Scott before his generosity. His Cause? Organ Donation. He gets my post of the day for his work.

My cousin was the beneficiary of organ donation. If you think I'm a good fighter...you never met Rick. If you don't think I fight hard enough...you probably live in Ord, Nebraska and knew Rick. His life was a living testament in fighting to maximize life each day.

Rick lived longer than most others with his liver condition. Unfortunately, my younger cousin Rick is no longer with us. That said, the gratefulness of those families who donated liver to prolong his life will never be forgotten.

Madison, Rick's largest legacy, would not be in the family without skilled Doctors and those willing to donate their organs.

(Congrats on surpassing my soccer stats in no time Madison...keep up the great play!)

Furthermore, endless truckers on the highway in distress were helped when Rick showed up to make the repair. If you have ever been helped when stranded on a highway in the middle of the night...you know how grateful you are for that person serving you.

Lives make a difference. Random acts of kindness make a difference. Consider Organ donation.

At the end of the day, it is not if we give that it is up for debate. It is how we give that needs to change. Be the difference...don't delegate the difference.

Well done Scott.

Heather Petska Zaruba, Lisa Belz and 1 other

1 Comment

Social media engagement

3-year-old transplant recipient 'pays it forward' with random act of kindness

By Mara Klecker World-Herald staff writer Feb 20, 2018

TRY \$1 FOR 8 WEEKS



1 of 4

Home Community Article

Random Acts of Kindness Day shines light on need for organ donors

Bringing awareness to those who need organ transplants



Bringing awareness to those who need organ transplants

Random Acts of Kindness in Lincoln

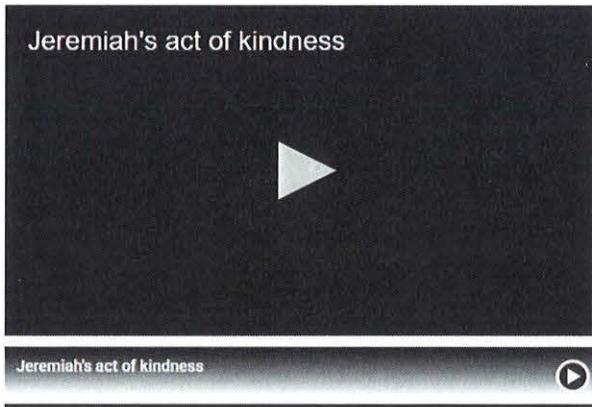
By Nicole Griffin | Photo: Eric / 04 PM, Feb 17, 2017 | Updated: Eric / 04 PM, Feb 17, 2017



LINCOLN, Neb. (KTVE) — Random Acts of Kindness is considered the ultimate act of kindness for those impacted

Home Local Article

Knicely Done: Jeremiah's random act of kindness



Media coverage

i. Summary of Bidder's Proposed Personnel/Management Approach

Live On Nebraska's in-house Marketing & Public Relations team will lead the strategy and implementation of this project. Because our team is intimately involved with donation and transplantation on a daily basis, no discovery or training will be needed to move forward quickly and efficiently. Live On Nebraska regularly monitors the Donor Registry of Nebraska and has the ability to directly report on the outcomes of this campaign.

Personnel

Kyle Herber, President & CEO

Kyle has served as Live On Nebraska's President & CEO since 2012. In that time, Kyle has increased the number of donors by more than 300 percent. Under Kyle's direction Live On Nebraska has grown from an organization of 25 employees to now more than 80. Kyle serves on the Executive Committee of the Association of Organ Procurement Organizations and is regularly consulted by members of the donation industry for his expertise on organizational improvement. Kyle will provide executive oversight and guidance on this project.

Kara Cordell, Marketing & PR Manager

As Live On Nebraska's Marketing & PR Manager, Kara leads the organization's awareness efforts for the entire state of Nebraska. Kara will serve as your primary contact and oversee all aspects of the campaign, including strategy, implementation and measurement. Kara has over 20 years experience in marketing, advertising and public relations, including 10 years with two of Nebraska's largest advertising agencies. Kara has worked in multiple facets of marketing and public relations, making sure that messaging is consistent and memorable across mediums. At Live On Nebraska, Kara has led the development of the organization's new brand (implemented in 2019), spearheaded the development of a new donor registry and created new and innovative approaches to increasing donor awareness.

Emily Niebrugge, Public Outreach Coordinator

Emily will assist with developing the overall concept of the campaign, as well as copywriting and reporting. Serving as Live On Nebraska's primary educator, Emily works directly with teachers to provide in-school presentations that are engaging and memorable. Emily is a member of Donate Life America's Youth Education Committee, regularly collaborating with organizations across the country to develop successful strategies for youth education. Emily is also a communications studies instructor and has presented at conferences throughout the country.

Adam Haug, Marketing & Graphics Specialist

An experienced graphic designer, Adam will be responsible for executing the visual design of all printed and email aspects of this campaign. Adam has worked with a variety of clients to bring

their marketing and awareness efforts to life. From local music festivals to nationally-recognized brands, Adam creates materials that connect with the audience and drive action.

j. Subcontractors

Printco Graphics

Established in 1993, Printco Graphics is a full-service printer in Omaha, Nebraska, offering print, binding, coatings, design, direct mail, fulfillment and shipping services. Printco provides excellent value and quality of work making them Live On Nebraska's preferred printing and mailing partner. Printco will handle the printing and shipment of all materials associated with this project.

Bozell

Bozell is a full-service marketing and communications company with integrated solutions in-house. Bozell's services include strategy and planning, creative, media planning and buying, public relations, digital solutions, content development, social media and Smartargeting™. Bozell will be responsible for the planning, creative development, purchasing and placement of all paid advertising efforts.

Technical Approach

2. TECHNICAL APPROACH

a. Understanding of the Project Requirements

In accordance with the requirements of the Request for Proposal, Live On Nebraska will extend its ongoing marketing and educational activities to further educate Nebraskans on the benefits of organ and tissue donation. We understand the \$40,000 allocation made possible through the Organ and Tissue Donor Awareness Fund is fluid and our work plan will allow for flexibility in execution and budget.

With guidance from DHHS, Live On Nebraska is prepared to execute a campaign to raise awareness about the benefits of organ and tissue donation to Nebraska residents. Live On Nebraska, in partnership with our identified contractors, will employ a variety of outreach tactics, which may include advertising, promotion, education and public relations, designed to increase donor registration rates in the state. Live On Nebraska will make resources available in languages other than English as deemed appropriate.

b. Technical Considerations

As stated in the project requirements, the annual allocation amount may increase or decrease based on donations and needs dictated by DHHS. Live On Nebraska will regularly communicate with DHHS to evaluate the needs of the campaign and adjust strategies and tactics as necessary.

c. Detailed Work Plan

In Nebraska, anyone age 16 or over can register as a donor, and therefore meets the target audience requirements outlined in the Request for Proposal. However, Live On Nebraska will take a much narrower approach to this project which will allow for more targeted messaging, engagement and reporting.

Currently, 98 percent of Nebraskans who register as organ and tissue donors do so while obtaining their driver's license. Of all applicants applying for a driver's license, on average, 47 percent choose to become organ and tissue donors. However, only 40 percent of applicants age 16 to 19 register as donors.

Key insights about Generation Z:

- 60 percent say they want to change the world
- They receive over 3000 text messages a month

- Their primary device is their smartphone, averaging 15.4 hours of usage per week

In an informal focus group conducted by Live On Nebraska, youth who were not registered as donors stated their main reason for not registering was that they had never thought about it. Most had never talked with their parents about donation either. Students were surprised and encouraged to learn that they could help up to 100 people by donating their organs and tissues.

Building on the success of our current school education program, Live On Nebraska is creating a curriculum for high school educators. The curriculum will provide educators with tools they can use to directly provide information to their students about organ and tissue donation. It will also create a mechanism to encourage students to have a conversation with their parents about donation. The materials will be created in English and Spanish.

The curriculum will include:

- Educational video with the following information:
 - Donor/recipient stories featuring high school students
 - What organs and tissues can be donated
 - How donation benefits recipients and how many people each donor can help
 - The transplant waiting list (the number of people waiting for an organ transplant)
 - The donation process
 - Donation myths
 - Next steps (a text-based call-to-action that will provide students with a direct link to register as a donor and invite them to submit a photo of them talking with their parents about donation for a chance to win a \$500 scholarship [to be awarded by Live On Nebraska])
- Ideas/instructions for donation-themed activities
- Handouts/quizzes
- Speaker or printed materials request form

The curriculum will be completed outside of the scope of this Request for Proposal at the cost of Live On Nebraska and will remain the property of Live On Nebraska. The curriculum will be available on the Live On Nebraska website. Educators will be asked to provide their name, subjects taught, school name, contact information and referral name (if applicable) in order to access the curriculum.

Students or principals who refer another educator to the curriculum will be awarded a \$25 Amazon gift card by Live On Nebraska.

The funds available through the Nebraska Organ Donor Awareness and Education Fund will be used to:

1. Market the educational program to principals at every high school in Nebraska;
2. Create a digital advertising campaign targeted at youth age 16 to 19

Year-One Project Goals

- 25 percent of Nebraska high schools will implement donation education into their curriculum
- Convert 15 percent of non-registered youth age 16 to 19 to donors (approximately 5,000)

Tactics

- Create and send a direct-mail piece to high school principals designed to promote the introduction of donation education into their school and direct him/her to the curriculum available. The direct-mail piece will include a personal letter, printed resource that highlights the importance of the education and the curriculum as well as a donation-themed promotional item
- Create and send two follow-up emails to high school principals to remind them of the education available and the referral incentive
- Create a digital advertising campaign to educate students on the impact they can make by registering as an organ and tissue donor

Measurement

Live On Nebraska will monitor the effectiveness of this campaign on a monthly basis, creating a report that details:

- The percentage of youth age 16 to 19 who register as organ and tissue donors
- Visits to the curriculum web page
- Submissions of requests to access the curriculum
- Number of downloads of educational resources
- Number of times the educational videos have been played
- Number of referrals submitted
- Impressions of digital ads
- Number of online donor registrations completed from the text campaign and digital campaign
- Number of photos submitted by students who have talked with their parents about donation

In addition, Live On Nebraska will collect email marketing statistics in the monthly report following the delivery of email campaigns.

Live On Nebraska will provide DHHS bi-annual (July – December, and January – June) reports highlighting the activities of the previous six months and resulting engagement as measured above.

Assessment & Modifications

Live On Nebraska will meet with DHHS at least annually to review the campaign goals, discuss the reports, evaluate the effectiveness of the campaign and determine goals and budget for the upcoming year. If DHHS and Live On Nebraska determine that changes to the campaign are warranted, Live On Nebraska will provide a modified Work Plan to DHHS in an agreed-upon time frame.

Schedule

The schedule below outlines recommended dates for project implementation. Final deadlines will be established following an initial meeting with DHHS.

Task	Responsible Party	Date
Initial meeting to discuss project goals, proposed tactics, project plan and digital campaign strategies	Live On Nebraska, DHHS	July 1-15
Develop creative recommendations for direct mail and follow-up emails	Live On Nebraska	July 15-August 5
Develop media plan and creative for digital campaign	Live On Nebraska, Bozell	July 15-August 5
Present digital campaign media plan as well as direct mail, email and digital campaign creative to DHHS	Live On Nebraska, DHHS	August 5-August 12
Revisions to digital campaign plan and all creative elements	Live On Nebraska, Bozell	August 13 -21

Present revised digital campaign plan and creative to DHHS	Live On Nebraska, DHHS	August 24-28
Finalize campaign elements	Live On Nebraska, DHHS	August 31-September 4
Direct mail printing/production	Printco	September 7-18
Direct mail mailing	Printco	September 21
Digital campaign	Live On Nebraska, Bozell	Timeline TBD based on media plan
Email reminder to high school principals	Live On Nebraska	November 3
Bi-annual report due to DHHS	Live On Nebrask	January 31
Second email reminder to high school principals	Live On Nebraska	February 10

Budget Proposal

3. Budget Proposal

Live On Nebraska will not charge any fees for the services we provide as part of this project. All fees incurred will be from subcontractors or for purchased goods.

The costs associated with this campaign will be distributed as follows:

Administration/Planning – 0%

Live On Nebraska will provide strategic consultation, meetings, phone calls and any other project management services at no cost.

Production – 25%

This category includes the creation of a digital media plan and digital media campaign materials which will be provided by Bozell. Live On Nebraska will not charge for in-house copywriting and design services for printed materials.

Implementation/Placement – 75%

Costs associated with this category include digital media placements and final printing, production and mailing of the direct mail.

Evaluation: 0%

Live On Nebraska will provide this service at no cost.

Cost Break-down

Item	Responsible Party	Cost
Direct mail letter and printed curriculum resource <i>Includes copywriting and design of print materials for high school principal direct mail package</i>	Live On Nebraska	\$0
Donation-themed promotional item for direct mail <i>Item to be agreed upon and purchased with input from DHHS. Price per item not to exceed \$10 for 300 principals.</i>	Live On Nebraska will purchase after identifying best cost from three vendors	\$3,000
Printing and delivery of direct mail package <i>Printing of direct mail resources and delivery of direct</i>	PrintCo	\$3,000

<i>mail package. Price per packaging and delivery not to exceed \$10 for 300 principals.</i>		
Follow-up emails <i>Conceptualize, write and deliver two follow-up emails to high school principals.</i>	Live On Nebraska	\$0
Digital campaign development <i>Creation of digital media schedule, digital ad creative development, digital ad placement and reporting.</i>	Bozell	\$10,000
Digital ad media ad buy	Placements TBD	\$24,000
Bi-annual reporting	Live On Nebraska	\$0
Total		\$40,000

Project Rates

Live On Nebraska will provide all in-house services at no cost to DHHS. Bozell's discounted blended hourly rate is \$125/hr.

Payment Schedule

Live On Nebraska will submit invoices following the completion and placement of approved materials.

Financial Statement

Nebraska Organ Recovery System, Inc. d/b/a
Live On Nebraska
Omaha, Nebraska

Financial Statements and Supplementary Information
June 30, 2019 and 2018

Together with Independent Auditor's Report

**Nebraska Organ Recovery System, Inc. d/b/a
Live On Nebraska**

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Independent Auditor's Report

The Board of Directors
Nebraska Organ Recovery System, Inc.
d/b/a Live On Nebraska
Omaha, Nebraska:

Report on the Financial Statements

We have audited the accompanying financial statements of Nebraska Organ Recovery System, Inc. d/b/a Live On Nebraska (the System) which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the System as of June 30, 2019 and 2018, and the results of its activities and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 11 to the financial statements, the System adopted new accounting guidance related to Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. Our opinion is not modified with respect to this matter.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information in Exhibit 1 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

SEIM JOHNSON, LLP.

Omaha, Nebraska,
September 19, 2019.

**Nebraska Organ Recovery System, Inc. d/b/a
Live On Nebraska**

**Statements of Financial Position
June 30, 2019 and 2018**

	<u>2019</u>	<u>2018</u>
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 510,285	3,536,720
Assets limited as to use, current portion	81	1,163,868
Investments	2,994,424	3,983,060
Organ and tissue recovery receivables	2,703,294	1,582,040
Inventories	69,533	--
Prepaid expenses	38,254	92,261
Estimated third-party payor settlements - Medicare	1,391,140	107,581
	<u>7,707,011</u>	<u>10,465,530</u>
Total current assets		
Assets limited as to use, net of current portion	--	2,511,470
Property and equipment, net	11,584,636	5,621,315
	<u>19,291,647</u>	<u>18,598,315</u>
Total assets		
LIABILITIES AND NET ASSETS		
Current liabilities:		
Current portion of long-term debt	\$ 188,124	--
Line of credit	100,000	--
Accounts payable -		
Trade	776,220	137,622
Property and equipment	235,000	1,163,868
Salaries, wages and payroll taxes payable	546,885	395,738
	<u>1,846,229</u>	<u>1,697,228</u>
Total current liabilities		
Long-term debt, net	5,586,111	5,771,373
	<u>7,432,340</u>	<u>7,468,601</u>
Total liabilities		
Commitments		
Net assets without donor restrictions	11,859,307	11,129,714
	<u>19,291,647</u>	<u>18,598,315</u>
Total liabilities and net assets		

See notes to financial statements

**Nebraska Organ Recovery System, Inc. d/b/a
Live On Nebraska**

**Statements of Activities
For the Years Ended June 30, 2019 and 2018**

	<u>2019</u>	<u>2018</u>
REVENUE WITHOUT DONOR RESTRICTIONS:		
Organ and tissue acquisition revenue:		
Kidneys	\$ 3,771,000	3,600,600
Livers	1,569,000	1,846,000
Hearts	988,440	1,071,600
Pancreas	55,000	117,500
Bone	1,771,656	1,034,705
Lung	747,640	831,800
Intestine	1,500	26,000
Other organs and tissues	1,490,176	850,308
Contractual adjustments	1,283,559	351,485
	<u>11,677,971</u>	<u>9,729,998</u>
Total organ and tissue acquisition revenue, net		
	11,677,971	9,729,998
Investment income, net	252,100	358,265
Gifts, grants and bequests without donor restrictions	64,006	36,422
Rental income	55,550	--
Miscellaneous income	1,553	--
Loss on disposal of property and equipment	(57,832)	(166,829)
	<u>11,993,348</u>	<u>9,957,856</u>
Total revenue without donor restrictions		
	11,993,348	9,957,856
EXPENSES:		
Organ and tissue recovery	9,929,533	8,296,900
Management and general	1,230,618	1,060,625
	<u>11,160,151</u>	<u>9,357,525</u>
Total expenses		
	11,160,151	9,357,525
EXCESS OF REVENUE OVER EXPENSES	833,197	600,331
CHANGE IN UNREALIZED GAINS AND LOSSES ON OTHER THAN TRADING SECURITIES	<u>(103,604)</u>	<u>(83,309)</u>
INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	729,593	517,022
NET ASSETS WITHOUT DONOR RESTRICTIONS:		
Beginning of year	<u>11,129,714</u>	<u>10,612,692</u>
End of year	<u>\$ 11,859,307</u>	<u>11,129,714</u>

See notes to financial statements

Nebraska Organ Recovery System, Inc. d/b/a
Live On Nebraska

Statements of Functional Expenses
For the Years Ended June 30, 2019 and 2018

	June 30, 2019		
	Organ and Tissue	Management and	Total
	Recovery	General	
EXPENSES:			
Salaries and wages	\$ 4,318,735	482,576	4,801,311
Employee benefits	1,084,924	119,249	1,204,173
Organ and tissue donor hospital cost, preservation, and medical supplies	2,850,155	--	2,850,155
Transportation of organs and tissues	309,304	--	309,304
Answering service	271,755	--	271,755
Computer related	180,291	--	180,291
Professional fees	91,250	53,951	145,201
Education	111,932	16,745	128,677
Utilities, security and maintenance	122,553	34,954	157,507
Rent	63,356	15,529	78,885
Insurance	91,358	10,208	101,566
Depreciation	269,414	66,034	335,448
Interest	113,475	27,813	141,288
Other	231,322	223,268	454,590
	<u>10,109,824</u>	<u>1,050,327</u>	<u>11,160,151</u>
Total expenses	\$		

	June 30, 2018		
	Organ and Tissue	Management and	Total
	Recovery	General	
EXPENSES:			
Salaries and wages	\$ 3,600,795	469,965	4,070,760
Employee benefits	854,289	113,678	967,967
Organ and tissue donor hospital cost, preservation, and medical supplies	2,306,183	--	2,306,183
Transportation of organs and tissues	225,968	--	225,968
Answering service	419,623	--	419,623
Computer related	128,337	--	128,337
Professional fees	62,400	67,473	129,873
Education	98,375	4,316	102,691
Utilities, security and maintenance	92,458	27,674	120,132
Rent	52,684	12,913	65,597
Insurance	88,659	11,571	100,230
Depreciation	102,242	25,060	127,302
Other	393,224	199,638	592,862
	<u>8,425,237</u>	<u>932,288</u>	<u>9,357,525</u>
Total expenses	\$		

See notes to financial statements

**Nebraska Organ Recovery System, Inc. d/b/a
Live On Nebraska**

**Statements of Cash Flows
For the Years Ended June 30, 2019 and 2018**

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	\$ 729,593	517,022
Adjustments to reconcile the change in net assets to net cash provided by operating activities -		
Depreciation	335,448	127,302
Amortization of debt issuance costs	2,862	--
Change in unrealized gains and losses on other than trading securities	103,604	83,309
Loss on disposal of property and equipment	57,832	166,829
(Increase) decrease in current assets -		
Organ and tissue recovery receivables	(1,121,254)	224,871
Inventories	(69,533)	--
Prepaid expenses	54,007	(13,277)
Estimated third-party payor settlements - Medicare	(1,283,559)	(107,581)
Increase (decrease) in current liabilities -		
Accounts payable	638,598	(119,910)
Salaries, wages and payroll taxes payable	151,147	66,115
Estimated third-party payor settlements - Medicare	--	(367,416)
Net cash provided by (used in) operating activities	<u>(401,255)</u>	<u>577,264</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment, net	(7,285,469)	(2,040,381)
Withdrawals from (deposits to) assets whose use is limited, net	3,675,257	(3,675,338)
Withdrawals from investments, net	885,032	682,760
Net cash used in investing activities	<u>(2,725,180)</u>	<u>(5,032,959)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from issuance of long-term debt	--	5,800,000
Proceeds from line of credit	200,000	--
Payments on line of credit	(100,000)	--
Payments of debt issue costs	--	(28,627)
Net cash provided in financing activities	<u>100,000</u>	<u>5,771,373</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(3,026,435)	1,315,678
CASH AND CASH EQUIVALENTS - Beginning of year	<u>3,536,720</u>	<u>2,221,042</u>
CASH AND CASH EQUIVALENTS - End of year	<u>\$ 510,285</u>	<u>3,536,720</u>

See notes to financial statements

(1) Description of Organization and Summary of Significant Accounting Policies

The following is a description of the organization and a summary of significant accounting policies of Nebraska Organ Recovery System, Inc. d/b/a Live On Nebraska (the System). These policies are in accordance with accounting principles generally accepted in the United States of America.

A. Organization

The System is a not-for-profit organization that provides service to donor families, donor hospitals, referral physicians, recipients, transplant hospitals, transplant surgeons, hospital employees and the community as a whole. Revenue results from a handling fee for organ/tissues and expenses are incurred relating to the cost of recovery.

The System is required to be designated as an Organ Procurement Organization (OPO) by the Centers for Medicare and Medicaid Services (CMS) every four years. Certification requires the System to meet various performance standards in the preceding years before designation. The System is currently designated as an OPO by CMS through June 1, 2022.

B. Industry Environment

The healthcare industry is subject to numerous laws and regulations of federal, state and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, government healthcare program participation requirements, reimbursements for services, and Medicare fraud and abuse. Government activity has increased with respect to investigations and allegations by healthcare providers. Violations of these laws and regulations could result in expulsion from government healthcare programs together with the imposition of significant fines and penalties, as well as significant repayments.

Management believes that the System is in compliance with applicable government laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation as well as regulatory actions unknown or unasserted at this time.

C. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

D. Cash and Cash Equivalents

Cash and cash equivalents include certain investments in highly liquid debt instruments with an original maturity of three months or less.

E. Assets Limited as to Use

In connection with the issuance of the County of Douglas, Nebraska, Revenue Bond (Nebraska Organ Recovery System Project) Series 2017, the System was required to establish a Project Fund in which bond proceeds are deposited and disbursed to pay project costs pursuant to the terms and conditions of the loan agreement. Assets consist of cash and cash equivalents. Amounts required to meet current liabilities of the System have been reclassified in the statements of financial position at June 30, 2019 and 2018.

Nebraska Organ Recovery System, Inc. d/b/a
Live On Nebraska

Notes to Financial Statements
June 30, 2019 and 2018

F. *Investments*

All investments in debt and equity securities are measured at fair value in the statements of financial position. Investment income or loss (including realized gains and losses on investments, interest and dividends) is included in revenue without donor restrictions, unless the income or loss is restricted by donor or law. Unrealized gains and losses on investments are excluded from revenue without donor restrictions.

G. *Organ and Tissue Recovery Receivables*

Organ and tissue recovery receivables are carried at original invoice amount less an estimate made for doubtful receivables based on a review of all outstanding amounts. Management determines the allowance for doubtful accounts by using historical experience and aging of accounts. Organ and tissue recovery receivables are written off when deemed uncollectible. Management has determined that all accounts receivable are collectible; therefore, no allowance for doubtful accounts was established at June 30, 2019 and 2018.

H. *Inventories*

Inventories consist of preservation solutions held for recoveries. Inventories are stated at lower of cost or net realizable value.

I. *Property and Equipment*

Property and equipment acquisitions are recorded at cost. Depreciation is provided on the straight-line method based upon useful lives set forth by the American Hospital Association. The System maintains a capitalization policy of all items over \$5,000 with a useful life of more than one year.

Gifts of cash that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the acquired long-lived assets are placed into service.

J. *Net Assets*

The financial statements report the changes in and totals of each net asset class based on the existence or absence of donor restrictions, as described below:

Net assets without donor restrictions are those net assets not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the System. Net assets without donor restrictions include undesignated net assets and net assets subject to designation by the Board of Directors.

Net assets with donor restrictions are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. The System has no net assets with donor restrictions.

K. *Donor-Restricted Gifts*

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as support with donor restrictions if they are received with donor stipulations that limit their use.

When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reported as contributions without donor restrictions in the accompanying financial statements.

L. *Functional Allocation of Expenses*

The costs of providing program services and supporting services activities have been summarized on a functional basis in the statements of functional expenses. The statements of functional expense present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the program and supporting services benefited. The expenses that are allocated include rent, utilities, depreciation, and interest which are allocated on a square footage basis, as well as information technology, insurance, and employee benefits, which are allocated on the basis of estimates of time and effort.

M. *Income Taxes*

The System is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. The Internal Revenue Service has established standards to be met to maintain tax-exempt status.

The System accounts for uncertainties in accounting for income tax assets and liabilities using guidance included in FASB ASC 740, *Income Taxes*. The System recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. At June 30, 2019 and 2018, the System had no uncertain tax positions accrued.

N. *Related Party Transactions*

Due to the nature of the System's business activities, it routinely conducts business with individuals and institutions who from time-to-time are represented on the Board of Directors. Business arrangements with individuals and institutions represented on the Board of Directors are reviewed by the entire Board.

O. *Recently Issued Accounting Pronouncements*

In May 2014, the FASB issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, requiring an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The updated standard will replace most existing revenue recognition guidance in GAAP when it becomes effective and permits the use of either a full retrospective or retrospective with cumulative effect transition method. The updated standard will be effective for annual reporting periods beginning after December 15, 2018. The System has not yet selected a transition method and is currently evaluating the effect that the updated standard will have on the financial statements.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments – Overall (Subtopic 825-10)*. The amendments in this update make improvements to generally accepted accounting principles with primary changes that include:

- Equity investments are required to be measured at fair value with unrealized changes in fair value recognized in the performance indicator. Unrealized changes in fair value can no longer be reported outside the performance indicator as a change in net assets.

- Financial instruments measured at amortized cost are no longer required to be disclosed at fair value.

The standard will be effective for fiscal years beginning after December 15, 2018. A cumulative-effect adjustment to the statement of financial position as of the beginning of the fiscal year of adoption is the means to apply the amendments, if necessary. The System is currently evaluating the impact of adopting this new standard.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the statement of activities. The new standard is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. The System is currently evaluating the impact of the pending adoption of the new standard on the financial statements.

P. Change in Accounting Principle

During 2019 the System adopted the provisions of FASB ASU 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. This ASU made several changes to accounting and financial reporting standards for not-for-profit entities related to net assets, and disclosure requirements.

See Note 11 for additional information regarding the impact of these changes in the System's financial statements.

Q. Reclassification

Certain amounts in the 2018 financial statements have been reclassified to conform to the 2019 reporting format.

R. Subsequent Events

The System considered events occurring through September 19, 2019 for recognition or disclosure in the financial statements as subsequent events. That date is the date the financial statements were available to be issued.

(2) Fair Value

The System applies FASB ASC Topic 820 for fair value measurements of financial assets and financial liabilities and for fair value measurements of nonfinancial items that are recognized or disclosed at fair value in the financial statements on a recurring basis. FASB ASC Topic 820 establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

- Level 1** Inputs are quoted market prices (unadjusted) in active markets for identical assets or liabilities that the System has the ability to access at the measurement date.
- Level 2** Inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly through corroboration or observable market data.

Nebraska Organ Recovery System, Inc. d/b/a
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Notes to Financial Statements
June 30, 2019 and 2018

Level 3 Inputs are unobservable inputs for the asset or liability. Therefore, unobservable inputs shall reflect the entity's own assumptions about the assumptions that market participants would use in pricing the asset or liability (including assumptions about risk) developed based on the best information available in the circumstances.

The level in the fair value hierarchy within which a fair value measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

The following methods and assumptions were used to estimate the fair value for each class of financial instruments measured at fair value:

Mutual funds and exchange-traded funds – The fair value of equity, fixed income, and money market mutual funds and exchange-traded funds are classified as Level 1 as market values are based on quoted market prices, when available, or market prices provided by recognized broker dealers.

For the fiscal years ended June 30, 2019 and 2018, the application of valuation techniques applied to similar assets and liabilities has been consistent.

The following tables present the balances of investment securities measured at fair value on a recurring basis at June 30, 2019 and 2018:

		June 30, 2019			
		Total	Level 1	Level 2	Level 3
Mutual funds -					
US equity - small cap	\$	176,308	176,308	--	--
International equity		390,054	390,054	--	--
Fixed income		210,445	210,445	--	--
Money market		143,678	143,678	--	--
Exchange-traded funds -					
US equity - large cap		655,215	655,215	--	--
US equity - mid cap		354,510	354,510	--	--
International equity		210,201	210,201	--	--
Fixed income		854,013	854,013	--	--
	\$	<u>2,994,424</u>	<u>2,994,424</u>	<u>--</u>	<u>--</u>

		June 30, 2018			
		Total	Level 1	Level 2	Level 3
Mutual funds -					
US equity - small cap	\$	258,372	258,372	--	--
International equity		497,731	497,731	--	--
Fixed income		267,426	267,426	--	--
Money market		212,130	212,130	--	--
Exchange-traded funds -					
US equity - large cap		881,033	881,033	--	--
US equity - mid cap		516,012	516,012	--	--
International equity		274,753	274,753	--	--
Fixed income		1,075,603	1,075,603	--	--
	\$	<u>3,983,060</u>	<u>3,983,060</u>	<u>--</u>	<u>--</u>

**Nebraska Organ Recovery System, Inc. d/b/a
Live On Nebraska**

**Notes to Financial Statements
June 30, 2019 and 2018**

Investment return for the years ended June 30, 2019 and 2018 is summarized as follows:

	<u>2019</u>	<u>2018</u>
Interest and dividends	\$ 140,950	138,128
Realized gains	131,580	241,233
Investment fees	<u>(20,430)</u>	<u>(21,096)</u>
Investment income, net	252,100	358,265
Change in unrealized gains and losses on other than trading securities	<u>(103,604)</u>	<u>(83,309)</u>
Total investment gain, net	<u>\$ 148,496</u>	<u>274,956</u>

The System maintains deposits in excess of Federal Deposit Insurance Corporation Insurance limits. Management believes the risk relating to these deposits is minimal.

The System has invested in mutual funds and exchange-traded funds. The value of these investments is based on market and economic conditions that can and will fluctuate from time to time.

(3) Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

	<u>2019</u>
Financial assets:	
Cash and cash equivalents	\$ 510,285
Assets limited as to use, current portion	81
Investments	2,994,424
Organ and tissue recovery receivables	<u>2,703,294</u>
Total financial assets	6,208,084
Less amounts limited as to use:	
By financial institutions for project costs pursuant to loan agreement	<u>81</u>
Financial assets available to meet general expenditures	<u>\$ 6,208,003</u>

The System's liquidity management plan includes investing cash in excess of daily requirements in short term investments and money market funds. Additionally, the System has a line of credit available for operating expenses. See Note 5.

**Nebraska Organ Recovery System, Inc. d/b/a
Live On Nebraska**

**Notes to Financial Statements
June 30, 2019 and 2018**

(4) Property and Equipment, Net

Property and equipment as of June 30, 2019 and 2018 is summarized as follows:

	<u>2019</u>	<u>2018</u>
Land and land improvements	\$ 1,813,333	1,283,470
Building and improvements	9,274,427	--
Equipment	900,875	788,138
Construction in progress	<u>235,000</u>	<u>4,021,625</u>
	12,223,635	6,093,233
Less – accumulated depreciation	<u>638,999</u>	<u>471,918</u>
	<u>\$ 11,584,636</u>	<u>5,621,315</u>

Depreciation expense of \$335,449 and \$127,302 in 2019 and 2018, respectively, is included in the accompanying statement of activities.

Costs included in construction in progress as of June 30, 2019 are related to audio and visual improvements and construction completion costs. Estimated costs for the project are \$235,000, with completion expected in fiscal year 2020.

(5) Line of Credit

The System has a line of credit with a local bank providing for maximum borrowings of \$750,000. The line of credit is available through May 1, 2020, is due on demand, bears interest at 0.750 percentage points under the U.S. Prime Rate, or 4.750% as of June 30, 2019, and accrued interest is due monthly. The line of credit is secured by the financial assets of the System. As of June 30, 2019 and 2018, amounts outstanding on the line of credit amounted to \$100,000 and \$-0-, respectively.

(6) Long-Term Debt

Long-term debt as of June 30, 2019 and 2018 consists of the following:

	<u>2019</u>	<u>2018</u>
The County of Douglas, Nebraska, Revenue Bond (Nebraska Organ Recovery System Project) Series 2017, interest only payments due monthly through June 2019, commencing July 2019 monthly payments of \$35,916 of principal and interest and a final payment of \$3,542,013 due June 2029, fixed interest rate of 4.25%, secured by deed of trust on the property.	\$ 5,800,000	5,800,000
Less current portion of long-term debt	<u>188,124</u>	<u>--</u>
Long-term debt, excluding current portion	5,611,876	5,800,000
Less unamortized debt issuance costs	<u>25,765</u>	<u>28,627</u>
Total long-term debt, excluding current portion	<u>\$ 5,586,111</u>	<u>5,771,373</u>

On December 1, 2017, \$5,800,000 of Revenue Bonds, Series 2017, were issued by Douglas County (Issuer) pursuant to a loan agreement between First National Bank of Omaha (Lender), Issuer, and Nebraska Organ Recovery System (Borrower). The proceeds of the 2017 Bond were deposited into a project fund to be used to construct and to furnish a building to be used in connection of the System's operations.

**Nebraska Organ Recovery System, Inc. d/b/a
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**Notes to Financial Statements
June 30, 2019 and 2018**

The loan agreement requires the System to comply with certain restrictive covenants, including minimum insurance coverage and a fixed charge coverage ratio of at least 1.10. The System was unable to satisfy one of the financial performance measures required by the bonds. The System has made First National Bank aware of the failure to meet the financial performance measure, and received a waiver of such covenant by First National Bank.

Scheduled aggregate repayments on long-term debt are as follows:

<u>Fiscal Year Ending</u>	<u>Amount</u>
2020	\$ 188,124
2021	196,276
2022	204,783
2023	213,657
2024	222,917
Thereafter	<u>4,774,243</u>
	<u>\$ 5,800,000</u>

A summary of interest cost on income funds during the years ended June 30, 2019 and 2018 is as follows:

	<u>2019</u>	<u>2018</u>
Capitalized	\$ 125,304	123,935
Expensed	<u>138,425</u>	<u>---</u>
	<u>\$ 263,729</u>	<u>123,935</u>

(7) Retirement Plan

The System established the Nebraska Organ Recovery System 401(k) Profit Sharing Plan (the Plan). The Plan covers all employees who have completed three months of service, are age 19 or older, and have elected to participate in the Plan. The Plan allows for eligible employee contributions equal to 90% of the employees compensation up to the maximum amount allowed by law and is fully vested. During 2018, employees upon hire were auto-enrolled by contributing 3% of annual salary. Employees may modify this level of contribution or opt out of participation at any time. Employer discretionary profit sharing contributions are determined annually by the Board. A participant is fully vested in the System's profit sharing contributions after five years of credited service. The System contributed 7% of employees' annual gross salary to the Plan for fiscal years 2019 and 2018. Pension plan expense was \$241,975 and \$248,282 for the years ended June 30, 2019 and 2018, respectively.

(8) Contractual Adjustments

All kidney acquisition services provided during the year are covered by the Medicare cost reimbursement program. Kidney acquisition revenue is recorded at the System's Medicare approved kidney organ acquisition charge. Contractual adjustments represent differences between the System's approved charge and the amounts to be realized as cost reimbursement from the Medicare program. The System is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the System and audits thereof by the Medicare Administrative Contractor. The System's cost reports have been audited by the Medicare Administrative Contractor through June 30, 2016. The System has established a provision for potential contractual adjustments.

Laws and regulations governing the Medicare program are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term.

(9) Professional Liability Insurance

The System carries a commercial general and professional liability policy (including malpractice) which provides \$4,000,000 of coverage for injuries per occurrence and \$5,000,000 aggregate coverage. In addition, the System carries a \$5,000,000 excess professional liability policy. These policies provide coverage on a claims-made basis covering only those claims which have occurred and are reported to the insurance company while the coverage is in force. In the event the System should terminate its coverage and fail to purchase the appropriate special contingency insurance, any unreported claims which occurred during the policy year may not be recoverable from the carrier.

Accounting principles generally accepted in the United States of America require a healthcare provider to accrue the expense of its share of malpractice claim costs, if any, for any reported and unreported incidents of potential improper professional service occurring during the year by estimating the probable ultimate costs of the incidents. Based upon the System's claims experience, no such accrual has been made.

(10) Commitments and Contingencies

Operating Lease

In March 2018, the System sold its land and office building, and in return began to lease this same building under an operating lease until February 2019. Total rental expense in 2019 and 2018 for the operating leases was \$78,885 and \$65,597, respectively.

(11) Change in Accounting Principle

Effective July 1, 2018, the System adopted the provisions of FASB ASU 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. ASU 2016-14 made several changes to accounting and financial reporting for not-for-profit entities, including changes to the presentation of net assets, qualitative and quantitative information of how an entity manages liquidity and availability of financial assets to meet needs for expenditures, reporting of expenses by natural classification and functional classification, as well as expanded footnote disclosures. As a result of adopting ASU 2016-14, net assets previously described as unrestricted are now identified as net assets without donor restrictions.

Statistical Highlights
For the Years Ended June 30, 2019 and 2018

Statistical Summary

	<u>2019</u>	<u>2018</u>
Transplanted Organs:		
Kidney	99	100
Lung	25	31
Liver	41	52
Heart	23	27
Pancreas	1	2
Intestine	--	1
	<u>189</u>	<u>213</u>
Total organs	<u>189</u>	<u>213</u>
Tissues:		
Skin	338	177
Bone	251	148
Saphenous Vein	129	32
Other	232	109
Heart for Valves	30	23
	<u>980</u>	<u>489</u>
Total tissues	<u>980</u>	<u>489</u>

CURRICULUM VITAE

KYLE R. HERBER
17224 Bondesson Street
Bennington, NE 68007

Marital Status: Married
3 children
Business Phone: (402) 733-1800
Cell Phone: (402) 660-8131
Email: kyle.herber@liveonnebraska.org

EDUCATION

- May 2007 Master of Public Administration, Emphasis in Health Care Administration, University of Nebraska Omaha, Omaha, Nebraska.
- May 2003 Bachelor of Science in Athletic Training, Nebraska Wesleyan University, Lincoln, Nebraska.
*Board Certified in Athletic Training – Certification Expired

PROFESSIONAL WORK EXPERIENCE

Live On Nebraska
3867 Leavenworth St.
Omaha, NE 68105

Live On Nebraska is the federally designated Organ Procurement Organization responsible for facilitating organ and tissue donation in Nebraska. The organization's mission is to heal and connect through organ and tissue donation.

December 2012 to Present **President & CEO**

Responsible for directing all aspects of the organization to ensure success in achieving the mission, vision, goals and financial objectives. Provide operational and strategic direction to help lead the organization towards continued growth. Increased total organ donors, total organs available for transplant and total tissue donors. Increased overall program revenue from approximately \$5.5 million in FY 2013 to approximately \$14 million in FY 2020. Strategically increased total organizational FTEs from 25 to 80 employees. Successfully obtained recertification as an Organ Procurement Organization by Centers for Medicare and Medicaid Services in 2014 and 2018. Successfully obtained reaccreditation by the Association of Organ Procurement Organizations in 2013, 2016 and 2019.

June 2012 to December 2012 **Acting/Interim Executive Director**

Responsible for directing all aspects of the organization to ensure success in achieving the mission, goals and financial objectives. Provided operational and strategic direction to help lead the organization towards continued growth.

November 2008 to June 2012 **Operations Director**

Organizational responsibility for all operational departments including organ recovery, tissue recovery, and client services. The areas incorporated 18 FTEs with an annual budget of \$4.5 million.

February 2008 to November 2008 **Client Services Manager**

Responsible for daily operations of the client services department. Department responsibilities and objectives included: hospital education, hospital compliance, hospital contracts, public relations, marketing and advertising. Directly managed 6 FTEs. Managed the following positions: three Hospital Liaisons, an In-House Donation Coordinator, a Western Nebraska Donation Coordinator and a Public Relations Coordinator.

May 2007 to February 2008 **Client Services Supervisor**

Coordinated the daily operations of the client services department. Responsibilities included: hospital education, hospital compliance, hospital contracts, public relations, marketing, and advertising. Supervised and trained 3 FTEs. Supervised the following positions: three Hospital Liaisons.

August 2005 to May 2007 **Hospital Liaison**

Served contracted hospitals as a point-of-contact. Helped hospitals maintain compliance with all federal and state organ and tissue regulations. Helped ensure hospitals had the appropriate processes in place to facilitate organ and tissue donation. Educated hospital physicians, administrators, nurses, and other ancillary staff about the benefits of organ and tissue donation and transplantation.

PROFESSIONAL ACTIVITIES

AOPO Executive Committee – Member At Large, 2019 – present

AOPO Ethics Committee – Chair, 2016 – 2017

AOPO Ethics Committee – Vice Chair, 2015 – 2016

AOPO Ethics Committee – Member, 2017 – present

AOPO Bylaws and Membership Committee – Vice Chair, 2018 – 2019

AOPO Bylaws and Membership Committee – Member, 2017

Musculoskeletal Transplant Foundation Donation Board of Trustees – Member, 2013 – present

Musculoskeletal Transplant Foundation Donation Board of Trustees – Executive Committee Member, 2016 – present

UNOS Region 8 Nominating Committee – Member, 2015 – 2018

University of Nebraska Omaha – Supply Chain Management Advisory Board Member, 2016 - present

Nebraska Medicine Solid Organ Transplant Quality Steering Committee – Member, 2014 – Present

AOPO – Annual Meeting Advisory Committee Member, 2014

PROFESSIONAL AFFILIATIONS

American College of Healthcare Executives

Association of Organ Procurement Organizations

Kara Cordell

16389 Mormon St., Bennington, NE 68007
402-679-9027, Kara.Cordell@LiveOnNebraska.org

EXPERIENCE

Marketing & PR Manager Marketing Coordinator Live On Nebraska - Omaha, Nebraska

December 2017 - Present
October 2015 - December 2017

Led the redevelopment of, and continue to manage the organization's brand, ensuring that our outward appearance aligns with our mission and vision.

Develop and execute the organization's marketing plan which includes advertising, grass roots events, social media, sponsorships, and public and professional outreach.

Plan, write and edit educational materials including brochures, promotional items, videos, annual report, family support mementos, media guide, PowerPoint presentations and more.

Provide public education presentations to community groups, professional organizations, businesses and schools.

Serve as event planner for all public-facing events, overseeing event committees, developing event concepts, creating materials, engaging media, and managing vendors.

Senior Interactive Producer Interactive Producer Swanson Russell - Omaha, Nebraska

May 2013 - September 2015
June 2011 - May 2013

Collaborated with a project team to determine the strategy and creative direction of advertising and branding campaigns through print, radio, television and digital mediums.

Lead the planning, execution and measurement of digital projects, including websites, mobile applications, email, videos and social media initiatives that creatively met client objectives.

Coordinated and managed budgets, assets, employee and vendor resources for multiple projects and clients.

Regularly communicated with clients to set project goals, share ideas and provide status updates.

Interactive Project Director Bozell - Omaha, Nebraska

May 2006 - May 2011

Directed the project team, including designers, copywriters and developers, in the planning and execution of interactive projects.

Worked with team members to ensure consistency of messaging through various mediums including web, print and online advertising, direct mail and video.

Served as the clients' direct contact throughout the project life, facilitating communication of client deliverables, timelines and project goals.

Kara Cordell

16389 Mormon St., Bennington, NE 68007
402-679-9027, Kara.Cordell@LiveOnNebraska.org

EXPERIENCE

Marketing/Website Coordinator

June 2003 - April 2006

Nebraska Wesleyan University - Lincoln, Nebraska

Worked as part of the internal marketing team to concept and execute online, print and video projects targeted at a variety of audiences from students to donors.

Assisted with University events.

Wrote and edited copy for the University website and email marketing campaigns.

Public Relations Specialist

Madonna Rehabilitation Hospital - Lincoln, Nebraska

September 2001 - May 2003

Wrote, edited and designed print materials including newsletters, press releases, brochures and print advertisements.

Assisted with event planning and management.

Managed the Hospital's speakers bureau and coordinated speaking events.

EDUCATION

Hastings College, May 2001

Bachelor of Arts in Communication with emphasis in Advertising and Public Relations

REFERENCES

Jill Heggen

Communications Director, Women's Fund of Omaha

402-827-9280

jheggen@omahawomensfund.org

Tony Sattler

Vice President, Director of Digital Strategy, Swanson Russell

402-437-6400

tonys@swansonrussell.com

Peggy Hain

Supervisor at Nebraska Wesleyan University

402-465-2137

phain@nebrwesleyan.edu

Emily Niebrugge

PO Box 6153, Omaha, NE

(605) 660-6368 • Emily.Niebrugge@LiveOnNebraska.org

PROFESSIONAL EXPERIENCE

Public Outreach Coordinator

2018-present

Live On Nebraska

- Responsible for preparing and providing public education about organ and tissue donation to the public
- Responsible for coordinating volunteer training and scheduling for community awareness events
- Responsible for managing the organization's social media accounts
- Assist with event planning
- Assist with media interviews and content production

Assistant Editor

2015-2016

Butte County Post

- Created weekly budgets
- Wrote articles
- Took photos
- Planned newspaper design layout
- Managed staff

Education Reporter

2015

Rapid City Journal

- Covered K-12 and higher education in the Black Hills of South Dakota

TEACHING EXPERIENCE

Adjunct Instructor

2018-present

Communication Studies Department, University of South Dakota

- Instructor of record for assigned online SPCM 101: Fundamentals of Speech sections
- Responsible for all instruction, lecture materials and assignments
- Grade course work and speeches

Instructor of Record**2017-2018**

Communication Studies Department, University of South Dakota

- Instructor of record for the SPCM 101: Fundamentals of Speech course and specified TRiO section
- Instructor of record for the 2017 Upward Bound TRiO Programs summer session, teaching high school graduates the SPCM 101: Fundamentals of Speech course
- Responsible for all instruction, lecture materials and assignments
- Graded course work and speeches

Graduate Teaching Assistant**2016- 2018**

Communication Studies Department, University of South Dakota

- Responsible for instruction of the SPCM 101: Fundamentals of Speech lab courses
- Planned lab sections and assignments
- Graded course work and speeches
- Led weekly discussions in lab sections

PROFESSIONAL DEVELOPMENT**Chair****2019-present**

Live On Nebraska Diversity Committee

- Responsible for leading the Diversity Committee in efforts to encourage Live On Nebraska Staff to grow in understanding of diversity
- Lead monthly committee meetings
- Facilitate internal and external outreach efforts and education regarding diverse populations

Committee Member**2020-present**

Donate Life America Youth Education Committee

- Member of the Youth Education Committee which identifies and spreads best practices for promoting education in elementary, middle and high school, and university settings
- Serve on the Webinar subcommittee to plan the DLA Youth Education 2020 webinar available to all members of the donation and transplant community
- Judge annual Pinnacle Award submissions for the Youth Education category to be awarded at the annual DLA conference

Counselor**2011-2018**

South Dakota Girls State

- Instructed and mentored high school delegates during ALA Girls State attendance
- Provided one-on-one and group mentoring/professional development for delegates
- Facilitated production, design and editing of daily newspaper produced by delegates during delegates' week at Girls State

Volunteer**2017-2018**

National Communication Association

- Registered convention attendees during the 103rd annual convention
- Reviewed paper and presentation submissions for the 104th annual convention

EDUCATION**MA in Communication Studies****May 2018**

University of South Dakota, Vermillion, SD

BA in Contemporary Media & Journalism**May 2015**

University of South Dakota, Vermillion, SD

BA in Communication Studies**May 2015**

University of South Dakota, Vermillion, SD

REFERENCES**Jill Tyler**, Associate Professor & Chair, Department of Communication Studies

University of South Dakota

(605) 670-3219, Jill.Tyler@usd.edu**Nicole Ackman**, Instructor of Communication Studies

University of South Dakota

(605) 695-3975, Nicole.Ackman@usd.edu**Mona Heimbaugh**, Sales Manager

Sand Creek Printing

(605) 210-3577, Mona@printmark-et.com



ADAM ROBERT HAUG

Graphic Designer
Print. Web. Photography. Video. Motion Graphics

Contact Information:
121 N. 35th Ave. Omaha, NE
+515.419.3334
adamroberthaug@gmail.com

MISSION STATEMENT

- To provide the creative direction and production of quality art and design, video & animation solutions for brand identity, marketing, advertising, and various art applications.

EDUCATION

- Bachelor's Degree in Graphic Design/Studio Art
September 2010 - July 2014
University of Nebraska at Omaha
Omaha, NE
- Associates of Arts Degree in Commercial Art
September 2001 - May 2003
DMACC
Ankeny, IA

PROFESSIONAL SKILLS

- TECHNICAL PROFICIENCY
Platforms: Mac OS X & Windows
Applications: Adobe Creative Suite including Illustrator/Photoshop/InDesign/AfterEffects/Premiere, Digital Photography, Ableton Live(Audio), PowerPoint, Squarespace, Wordpress, Microsoft Office, Harvest
- DESIGN PROFICIENCY
 - All aspects of design from production to print/web
 - Analysis of client needs and criteria, concept development, translation of concept into design
 - Image scanning, editing, color correction
 - Computer and hand illustration
 - Knowledge of typography, effective font selection, and custom lettering
 - Logo & branding
 - Creating and manipulating vector graphics
 - Social media design
 - Apparel and product line design
 - Creating mock-ups & visual presentations
 - Preparing and troubleshooting files for print
 - Working deadlines, high output, and quality control
 - Video editing
- BONUS
 - Experienced with customer/client service and sales on the phone and in person. Attentive & helpful.

WORK EXPERIENCE

- Live On Nebraska
October 2018 - Present
Conception, design and production of the Live On Nebraska visual brand identity across all media formats. Accountable for creating and delivering thoughtful, consistent, quality visual communications materials. Supports the development of organizational branding initiatives and helps to ensure graphic standards are maintained in all visual communications.
- Eat Fit Go Healthy Foods
July 2017 - August 2018
Multimedia graphic design for print and web for online and in-store marketing applications. Creating animations and commercial videos. Product, lifestyle photography and videography for online and social applications. Keeping brand identity & style guide throughout all designs.
- American Foods Groups
April 2016 - August 2017
Graphic design for print & web marketing for one of the largest beef & meat providers in the world. Food label design for product packaging, keeping with USDA guidelines and brand standards. Developing corporate assets and logos. Product photography and editing. Developing new marketing strategies.
- The New BLK
September 2014 - November 2015
Graphic/Motion/Sound Designer in Omaha, NE
Designing high end graphics for print, web, various merchandise, as well as motion graphics, animations, light and sound design for Maha Music Festival, Fontenelle Forest, University of Nebraska at Omaha Athletics, Bastcore, Luxe Collective, Clarity Development, South Hill Row Houses, Ballot Hero, St. Pius St. Leo Schools, Brickway Brewery, Cey Adams, Girls Inc., M.R.S. Insurance, Omaha Performing Arts, and Aqua Africa.
- Impact Merchandising
May 2013 - January 2014
Graphic Designer in Omaha, NE
Designing artwork for clients that range from major licensed properties and a wide variety of custom clients both local and international; Seeing all artwork from concept, to design, to preparation for printing on merchandise such as apparel, posters, albums, and pins; Maintaining major licensors existing brand and style guidelines on each project.



ADAM ROBERT HAUG

Graphic Designer

Print. Web. Photography. Video. Motion Graphics. Audio.

Contact Information:

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REFERENCES

○ Todd Fink

Designer & Professional Musician

Recapitate Hats • The Faint

Twentynine Palms, CA 92277

(402) 981-6259

○ Brenton Gomez

Marketing Director & Council Member

Film Streams • Nebraska Skate Council

Omaha, NE 68105

(402) 214-9447

○ Noah Mock

Restaurant Owner & Culinary Professional

The Nite Owl • Fizzy's

Omaha, NE 68131

(402) 981-6259